EXHIBIT A

05-07927

DISTRICT # 100 MAP NO. J-999-999 BLOCK LOT Pa 400.00

LT# 35740 DIST NAT BLK LOT LOCAL 200.00 Clum Very

M WARRANTYOFED LOCAL 200.00 Clum Very

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Belingen A. DALE HERR and P. PAY HERR, Husband and Wife

herein designated as the Granteels):

And Daniel B. Stoltzfus and Savilla B. Stoltzfus, Hubband and Pico

The Company of the C

Witnesseth, That in consideration of

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PORTY THOUSAND AND 00/100 (\$40,000.00) DOLLARS

lawful money of the United States of America, to the Gruntor(x) in hand well and truly paid by the Grantec(x), at or before the scaling and delivery of these presents, the receipt whereof is hereby acknowledged and the Grantor(x) being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantec(x), their heirs and assigns as tenants by the entireties

All THAT CERTAIN lot or tract of land being situate on the west side of Pumping Station Road [Pennsylvania State Route No. SR-2015], in the Township of Colerain, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of Lot No. 3, Block "A", Lot No. 3A, Block "A" and Lot No. 3B, Block "A" as shown on a Final Subdivision Plan of Lots prepared for A. Dale Herr by Strausser Surveying and Engineering, Inc., dated July 30, 1997 and last revised September 22, 1997, said plan being known as Drawing No. 96063007, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book No. J-198 on Page No. 41, said lot being more fully bounded and described as follows:

BEGINNING at a p.k. spike near the west edge of the macadam paving of Pumping Station Road (Pennsylvania State Route No. SR-2015), a corner of lands of Norman B. and Katie K. King, said p.k. spike being located at a distance of 1,600 feet, more or less, north of a point located in the intersection of Pumping Station Road (Pennsylvania State Route No. SR-2015) and Kirkwood Pike; thence along said lands of Norman B. and Katie K. King and crossing a floodplain lins for Kings Run, south 89 degrees, 37 minutes and 06 seconds west, a distance of 642.06 feet to an iron pin in Kings Run, a corner of Lot No. 4, Block "A", remaining lands of A. Dale Herr; thence along Lot No. 4, Block "A", remaining lands of A. Dale Herr, the five following courses and distances, (1) passing in and along Kings Run, north 36 degrees, 43 minutes and 49 seconds east, a distance of 67.46 feet to an iron pin, (2) continuing in and along Kings Run, north 05 degrees, 99 minutes and 13 seconds east, a distance of 87.70 feet to an iron pin, (3) continuing in and along Kings Run, north 11 degrees, 13 minutes and 57 seconds east, a distance of 386.43 feet to an iron pin, (4) continuing in and along Kings Run, north 58 degrees, 56 minutes and 34 seconds east, a distance of 125.45 feet to an iron pin, (5) recrossing a floodplain line for Kings Run, south 86 degrees, 03 minutes and 13 seconds east, a distance of 25.20 feet to an iron pin, a corner of Lot No. 1A, Block "A" respectively. south 00 degrees, 00 minutes and 43 seconds east, a distance of 21.81 feet to an iron pin, a corner of Lot No. 1, Block "A" respectively.

TS II.

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thence along Lot No. 2A, Block *A*, the three following courses and distances, (1) south 00 degrees, 00 minutes, and 42 seconds east, a distance of 150.36 feet to an iron pin, (2) south 40 degrees, 29 minutes and 11 seconds east, a distance of 71.42 feet to an iron pin, (3) passing along the south line of a proposed access easement, south 86 degrees, 03 minutes and 13 seconds east, a distance of 221.00 feet to a p.k. spike in Pumping Station Road (Pennsylvania State Route No. SR-2015); thence in and along Pumping Station Road (Pennsylvania State Route No. SR-2015), south 03 degrees, 56 minutes and 47 seconds west, a distance of 99.00 feet to the point and place of Beginning.

A PART THERBOF BBING A PART OF THE SAME PREMISES which A. Dale Herr by deed dated November 20, 1996 and recorded in the Recorder's Office in and for Lancaster Co., PA in Record Book 5181, page 252 granted and conveyed unto A. Dale Herr, his beirs and assigns.

AND A PART THEREOF BRING A PART OF THE SAME PREMISES which P. Pay Herr by deed dated July 24, 1997 and recorded in the Recorder's Office in and for Lancaster Co., PA in Record Book 5405, page 306 granted and conveyed unto P. Fay Herr, her heirs and assigns.

AND A PART THEREOF BRING A PART OF THE SAME PREMISES which P. Fay Herr by deed dated July 24, 1997 and recorded in the Recorder's Office in and for Lancaster Co., PA in Record Book 5405, page 308 granted and conveyed unto P. Fay Herr, her heirs and assigns.

I Certify This Document To Be Recorded in Lancaster Co., Pa.

Resorder of Deads

10/03/97 12:44FH 010#7933 10/03/97 12:44FH 010#7933 10/03/97 12:44FH 010#7933 10/03/97 12:44FH 010#7933

And the said grantor(s), do(es) hereby barrant specially the property hereby conveyed,

11:11:1

In Witness Whereof, said grantor(s) have hereunto set their hand and seal(s) the day and year first above written.

Maned, Henied and Belivered In the Presence of	Q.	Dali Le	n	
Parmul	P. PA	Ty bee	*	
·	***************************************			
Commonwealth of Pennsylvania. Co	ounty of	LANCASTER	ł	}66:
On inis, the 2Nd day of October, 199	7	, hefore me		
the undersigned officer, personally appeared A. DALB HERR and P. PAY HERR				
known to me (or satisfactorily proven) to be the pa within instrument, and acknowledged that the contained.	erson(s) wh by exec	ose name(s) ax used the same	ce subscrib	pose therein
In Attness Whereof, I have deceuned set n official seal.	ny hand and	i	(notary s	eal)
MY COMMISSION EXPIRES: NOTARIAL SEA PATTI A CONNELL, Notar Lancaster City, Lancaster My Cammisten Expires July 9	Public Ce: PA 6, 1999	Pate	J Gma	<u>///</u>
Rereby Ceritig, that the precise address	of the gran	tee(s) herein is		
	858	Pumping Stat	ion Road	
•	/1	unall	<u> </u>	 .
5482 04	,			

EXHIBIT B

This Document Recorded

10/11/2801

11:2587

Doc Cade: 99

Lencaster County, Recorder of Daeds Office

THIS MORTGAGE, made October 9, 2001

BETWEEN Daniel E. Stoltzfus and Savilla E. Stoltzfus, husband and wife, of the County of Lancaster and Commonwealth of Pennsylvania, hereinafter called the "Mortgagor",

AND Old Order Amish Helping Program, a Pennsylvania Non-Profit Corporation, with its office and principal place of business located at 285 Smith Road, Millersburg, Pennsylvania 17061, hereinafter called the "Mortgagee",

(-both mortgager and mortgagee parties hereto, whether one or more, being herein referred to as though singular in number-),

WITNESSETH:

WHEREAS, the Mortgagor, by bond and/or Note (—either or both of which being hereafter referred to as "Bond"—) dated concurrently herewith, stands bound to pay the Mortgagee the just principal debt of Three Hundred Thousand and No/100 Dollars (\$300,000.00) and also to perform other obligations for security of the debt as set forth in said Bond.

THEREFORE, in consideration of said debt, and for better securing payment thereof (with interest) as well as performance of said other obligations—

1. The Mortgagor hereby GRANTS and CONVEYS to the Mortgagee

ALL THAT CERTAIN lot or tract of land being situate on the west side of Pumping Station Road (Pennsylvania State Route No. SR-2015), in the Township of Colerain, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of Lot No. 3, Block "A", Lot No. 3A, Block "A" and Lot No. 3B, Block "A" as shown on a Final Subdivision Plan of Lots prepared for A. Dale Herr by Strausser Surveying and Engineering, Inc., dated July 30, 1997 and last revised September 22, 1997, said plan being known as Drawing No. 96063007, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania, in Subdivision Plan Book No. J-198 on Page No. 41, said lot being more fully bounded and described as follows:

BEGINNING at a p.k. spike near the west edge of the macadam paving of Pumping Station Road (Pennsylvania State Route No. SR-2015), a corner of lands now or late of Norman B. and Katie K. King, said p.k. spike being located at a distance of 1,600 feet, more or less, north of a point located in the intersection of Pumping Station Road (Pennsylvania State Route No. SR-2015) and Kirkwood Pike; thence along said lands now or late of Norman B. and Katie K. King and crossing a floodplain line for Kings Run, South 89 degrees 37 minutes and 06 seconds West, a distance of 642.08 feet to an iron pin in Kings Run, a corner of Lot No. 4, Block "A", remaining lands of A. Dale Herr; thence along Lot No. 4, Block "A", remaining lands of A. Dale Herr, the five (5) following courses and distances: (1) Passing in and along Kings Run, North 36 degrees, 43 minutes and 49 seconds East, a distance of 67.46 feet to an iron pin; (2) continuing in and along Kings Run, North 05 degrees, 39 minutes and 13 seconds East, a distance of 87.70 feet to an iron pin; (3) continuing in and along Kings Run, North 31 degrees, 13 minutes and 57 seconds East, a distance of 386.43 feet to an iron pin; (4) continuing in and along Kings Run, North 58 degrees, 56 minutes and 34 seconds East, a distance of 125.45 feet to an iron pin; (5) recrossing a floodplain line for Kings



Run, South 86 degrees, 03 minutes and 13 seconds East, a distance of 25.20 feet to an iron pin, a corner of Lot No. 1A, Block "A"; thence along Lot No. 1A, Block "A" and along Lot No. 1, Block "A", respectively, South 00 degrees, 00 minutes and 43 seconds East, a distance of 211.81 feet to an iron pin, a corner of Lot No. 2A, Block "A"; thence along Lot No. 2A, Block "A", the three (3) following courses and distances: (1) South 00 degrees, 00 minutes and 42 seconds East, a distance of 150.36 feet to an iron pin; (2) South 40 degrees, 29 minutes and 11 seconds East, a distance of 71.42 feet to an iron pin; (3) passing along the south line of a proposed access easement, South 86 degrees, 03 minutes and 13 seconds East, a distance of 221.00 feet to a p.k. spike in Pumping Station Road (Pennsylvania State Route No. SR-2015); thence in and along Pumping Station Road (Pennsylvania State Route No. SR-2015), South 03 degrees, 56 minutes and 47 seconds West, a distance of 99.00 feet to the point and Place of BEGINNING.

BEING THE SAME PREMISES which A. Dale Herr and P. Fay Herr, husband and wife, by their Deed dated October 2, 1997 and recorded October 3, 1997 in the Lancaster County Office of the Recorder of Deeds in Record Book 5482, Page 0458, granted and conveyed unto Daniel E. Stoltzfus and Savilla E. Stoltzfus, husband and wife, the Mortgagor herein.

TOGETHER WITH AND SUBJECT TO an Easement Agreement dated September 19, 1997 and recorded October 3, 1997 in the Lancaster County Office of the Recorder of Deeds in Record Book 5482, Page 0453.

Together with all present and future buildings, improvements, ways, waters, rights, liberties, privileges, hereditaments and appurtenances thereto belonging or appertaining (including, without limiting the generality of the foregoing, cooking, heating, ventilating, air-conditioning, electrical, and plumbing fixtures and equipment, radio and television antennae, screen and storm doors, storm windows, window screens, and all machinery, equipment and fixtures belonging to or used in any manufacturing, industrial or commercial operation now or hereafter conducted on the premises or for which the premises are particularly fitted), and the reversions, remainders, rents, issues and profits thereof—

TO HAVE and TO HOLD the same unto the Mortgagee to and for the Mortgagee's sole use and benefit forever: PROVIDED, that if the Mortgagor shall cause to be paid to the Mortgagee said principal debt and interest at the time/s hereinbefore provided, together with any payments made by the Mortgagee under Paragraph 3, and shall faithfully perform the other covenants made in said Bond and in Paragraph 2 hereof, without any deduction, offset, fraud or delay, then said Bond and this Mortgage, and the estate hereby granted, shall terminate and become void, anything hereinbefore contained to the contrary notwithstanding.

- 2. The Mortgagor COVENANTS that until all moncy obligations hercunder and under said Bond be fully paid, the Mortgagor, with respect to the above-described premises, will—
 - (a)—Maintain Amish Aid coverage on all property now or hereafter thereon, in such form and amount's (not less than the principal debt), as shall be satisfactory to the Mortgagee reasonably necessary to secure payment of said money obligations in case of fire or other casualty; deliver original insurance and policy, and all endorsements and renewals thereof, to the Mortgagee;
 - (b)—Pay all real estate taxes, water and sewer rents, and other lienable charges and assessments now or hereafter lawfully imposed thereon by any public authority, before they become delinquent, and produce to the Mortgagee, by December 1 of each year, receipts therefor and for premiums for the above-mentioned fire insurance for the current year, and also pay promptly when due all income, withholding, social security, unemployment compensation, corporation, franchise, capital stock, excise or other Federal, State or local taxes which are or may become liens on the mortgaged premises having priority of lien or payment over this mortgage debt, and furnish evidence of such payment to the Mortgagee on the latter's demand; and
 - (c)—Keep the same in such good order, condition and repair as the Mortgagee may require; make no alterations without the Mortgagee's written consent; refrain from committing or permitting the commission of waste; permit inspection by the Mortgagee at all reasonable times; and refrain from transferring, or permitting transfer of, title thereto or of any part thereof to

others without the Mortgagee's prior written consent.

- 3. The Mortgagor AUTHORIZES the Mortgagee to procure and pay for insurance and repairs, and to pay taxes and other aforementioned charges in case, and to the extent, of any default by the Mortgagor in performance of obligations under Paragraph 2, and agrees that any such payment/s by the Mortgagee, together with interest thereon, shall be added to and collectible as part of the principal debt.
- 4. The Mortgagor AGREES that upon any DEFAULT continuing for more than thirty days in payment of the principal debt or any installment thereof or interest thereon at the time/s specified, or upon default in performance of any other obligation or condition of the aforementioned Bond or of this mortgage, or upon the bankruptcy or receivership of, or proceedings for debtor relief under the Bankruptcy Act by, any Mortgagor party (—but subject to any applicable non-waivable statutory rights to cure default or restrictions on foreclosure—)—
 - (a)—The entire principal debt shall, at the option of the Mortgagee, become due; and payment of the same, with interest, items paid by the Mortgagee under Paragraph 3, an attorney's commission of 5% on the total or of \$250. (whichever is greater), and costs of suit, may be enforced and recovered at once, by either or both action/s of mortgage foreclosure, writ's of execution on judgment's obtained on said Bond, or any other appropriate remedies hereon or on said Bond, by whatever name designated, without stay or exemption from execution or other process, and with full release or errors notwithstanding any law or usage, or anything contained herein or in said Bond, to the contrary; and
 - (b)—The Mortgagee may, without legal process, take possession of all or any part/s of the property and appurtenances described in Paragraph 1, and hold, manage, use operate or lease the same in such manner, to such parties, and for such periods, and may apply the ret proceeds to costs, expenses, maintenance, repairs, insurance, interest, principal, taxes and/or prior liens in such order, as may be determined solely by the Mortgagee; and the Mortgagor, on demand of the Mortgagee, will assign and deliver to the Mortgagee all leases of the property. Such taking of possession or assignment of leases shall not relieve any default or prevent or delay enforcement of any other remedy provided in this Mortgage or said Bond.
 - (c)—Should the Mortgagor fail to make an installment due after the 30-day notice period, the Mortgagor agrees to submit to the advice and counsel of the trustees of the Old Order Amish Church for guidance in the Mortgagor's farming operations.
- 5. The Mortgagor AGREES that the estates, interests, rights, options, remedies, conditions, covenants and obligations created hereby, or referred to herein, shall enure to the benefit of, or jointly and severally bind, not only the respective parties hereto but also their HEIRS, legal representatives, successors and assigns, as fully as though the latter were specifically mentioned in each instance; and that failure of the Mortgagee to exercise any rights or remedies hereunder shall not constitute a waiver thereof.

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound, has executed this mortgage the day and year above written.

Signed, sealed and delivered

in the presence of

Daniel E. Stoltzfüs

Seal

(as to both)

Savilla E. Stoltzfus

Seal

I hereby Certify that the precise address of the Mortgages herein is 285 Smith Road, Millersburg, PA 17061.

George T. Cook, Esquire

NOTE

Secured by Real Estate Mortgage

BE IT KNOWN that the undersigned Daniel E. Stoltzfus and Savilla E. Stoltzfus, husband and wife, of the County of Lancaster and Commonwealth of Pennsylvania (hereinafter called the "Obligor/s")

stand firmly bound unto Old Order Amish Helping Program, a Pennsylvania Non-Profit Corporation, with its office and principal place of business located at 285 Smith Road, Millersburg, Pennsylvania 17061, (hereinafter, whether one or more, called the "Obligee")

in the just sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) lawful money of the United States of America, to be paid to the Obligee: to which payment the Obligor/s hereby bind themselves firmly by these presents this Q day of October, 2001.

THE CONDITIONS OF THIS OBLIGATION are as follows:

- 1. If the Obligor/s shall, without fraud or delay, -
 - Cause to be paid to the Obligee the JUST SUM of Three Hundred Thousand and No/100 Dollars (\$300,000.00), lawful money as aforesaid, with interest at the rate of six (6.0%) percent per amum. The interest and principal shall be paid in monthly installments of \$2,100.00. The first payment is due November 9, 2001. Subsequent payments in the same amount shall be made on the 9th day each month for ten (10) years. After ten (10) years (i.e., on October 9, 2011), the balance of interest and principal shall be due and payable without further delay. Each payment shall be first applied to interest, and the balance to the reduction of principal. There shall be no penalty for early payment of principal. If this note is not paid, the principal may be demanded in full or the interest rate changed on February 1, 2002, and semi-annually thereafter on the first day of each August and February until the principal and interest are paid in full.

and shall also -

- (b) Maintain Amish Aid coverage on all property now or hereafter covered by concurrently-dated mortgage, securing this note, on premises in the Township of Colerain, County of Lancaster, Pennsylvania, (hereinafter called the "mortgaged premises") in such form and amount/s (not less than the aforementioned just sum), as shall be satisfactory to the Obligee and reasonably necessary to secure payment, in case of fire, of all money obligations hereunder; and
- (c) Pay all taxes and lienable charges and assessments now or hereafter lawfully imposed on the mortgaged premises by any public authority before they become delinquent, and produce to the Obligee, by December 1 of each year, receipts therefor and for premiums for the above-mentioned fire insurance for the current year; and
- (d) Reimburse the Obligee for any expenditures which the Obligee may make for insurance, taxes and lienable charges or assessments on the mortgaged premises because of any non-compliance by the Obligor's with the requirements of subparagraphs (b) or (c) above; and
- (c) Keep the mortgaged premises in such good order, condition and repair as the Obligee may require; make no alterations thereto without the written consent of the Obligee; and refrain from committing or permitting the commission of waste on said premises —

- then the above obligation shall be void; but otherwise it shall remain in full force.

- The obligor/s hereby empower/s any attorney of any court (wheresoever located) to appear for and CONFESS JUDGMENT against the Obligor/s, in favor of the Obligee (or the Obligee's assigns), for the aforementioned penal sum, with costs of suit, release of errors, and without filing any declaration or complaint.
- Upon any DEFAULT continuing for more than thirty days in payment of the aforementioned just sum, or any installment thereof, or interest thereon, at the time/s herein specified, or upon default in performance of any other obligation or condition of this Note, the entire unpaid balance of said just sum shall, at the option of the Obligee, become due; and payment of the same, together with interest, all items paid by the Obligee under Paragraph 1(d), an attorney's commission of 5% on the total of the foregoing, and costs of suit, may be enforced and recovered at once by any appropriate remedy or concurrent or successive remedies (by whatever name designated) on this Note or on any judgment entered thereon, and/or on the mortgage accompanying this Note, without stay of execution, and with full release of errors, notwithstanding any law or usage, or anything herein contained, to the contrary; and the Obligor's hereby waive's the benefit of all laws now or hereafter in force exempting real or personal property from levy and sale on execution.
- The Obligor/s agree/s that all conditions and provisions of this Note shall enure to the benefit of, and jointly and severally bind, not only the respective parties hereto, but also their HEIRS, legal representatives, successors and ASSIGNS, as fully as though the latter were specifically mentioned in each instance.

IN WITNESS WHEREOF, the Obligor/s, intending to be legally bound, has/have executed this Note on the date above written.

Witness:

Seal

Daniel E. Stoltzfüs

Savilla E. Stoltzfüs

Savilla E. Stoltzfüs Seal

#241526 1/21013.001

EXHIBIT C

OOAHP

OLD ORDER AMISH HELPING PROGRAM

285 Smith Road • Millersburg, PA 17061

Daniel E. Stokts fur 834 Pumping STATION LO KIRKWOOD, DA 17536

Daniel I take no pleasure in writing this letter. Much pather we would wish to continue as brethern in the Old Orders amish Church, but we have been made aware that you wish to he nounce your short membership and that does affect the terms of the mortgage which we hold against your property.

We hold against your property.

Our By-lows strictly state that our hospion is for Old Order Omish members ordy and we would then expect that your would seek financing would then expect that your mortgage as possible.

Sincerely, Levi a Eshi ADMINISTRATO

JOAH P

Case 5:09-cv-03793-LS Document 1-5 Filed 08/19/09 Page 13 of 49

09-10891

EXHIBIT D

Case 5:09-cv-03793-LS Document 1-5 Filed 08/19/09 Page 14 of 49 Name STOLTE STATE AND PARTIES STATES ROLL LA E. Address 834 Primarie States Ro SSN 1/97-72-0224 OF THE COUNT 195.72-637 PREMIENT ACCOUNT KIRKWOOD PA 17534 2101. UN MONTHLY PRINCIPAL INTEREST PAYMENT REC'O DAYS | PATE TRANSACTION - DATE MIRTEREE CK# 1684 36. 6% 0K# 3298 Wood Co 6 CK 3384 20 7-31 01 CE 3462 3/000 31- 1517.50 CK 3586 102 14314 3/ 31 3-// 62 CK 3717 84400 2/2000 5 21 4-11 00 0x = 3805 5 5-3 12 12 3205 39 5. 6-110201 4630 210000 28 5 7-9 02 CX-4125 35 8-1302 CK 465 34 5 9-1602 14575 28 1-14 02 CK+ 4656 28 1-11 0200 4746 32 2-13-22 CX 4818 3 32 -14 03 0 1416 77-670.89 -3 03 ex 5047 ·Ø 3 63 / 1 con48 北立 39 03 Ch 5208 45 5-1303 CF 53B 32-1000 42 31 6-13 03 OK SH3S 42 31 7-14 03 CK 5574 41 3.1 7-14 03 CK SLSI 21000 42 35 8 8 8 8 12-414.27 HL 143 23 PX 44 2-18 13 CK 584 Ĵö 61 121716 145 M CK 1069 加州加州 140 of et loas 44 28 140x 1/16 31000 44 37 7+14 oy of 1162 93596 O ILL DOWO

EXHIBIT E

OOAHP

Оси Оним Аміян Пверінці Рисскам

285 Smith Road • Millersburg, PA 17061

Hamish B. Flags

834 fumbrue Smood Ro

HIRKHOOD, PA 17536

Davin;

As OF November 1, work, your Morrows

INTEROST PATE WILL BE AT 11%

Document 1

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EXHIBIT F

Case 5:09-cv-03793-LS Document 1-5 Filed 08/19/09 Page 19 of 49 0 9 - 1 0 8 9 1

EXHIBIT G

Case 5:09-cv-03793-LS Document 1-5 Filed 08/19/09 Page 20 of 49

OOAHP

OLD ORDER AMISH HELPING PROGRAM

285 Smith Road • Millersburg, PA 17061

July 31,2064 1

Friends, OOAHP Mortgagees / Borrowers;

Enclosed is a copy of your loan file card showing all transactions for the past six months. We have calculated and double checked all entries, but please check for yourself and let us know if you find any errors. The CPA firm of Detweller, Hershey Associates is performing the annual certified audit and is enclosing their confirmation letter also asking you to reply to them if you find any errors.

The economy is improving and Federal Fleserve rates are trending upward again but we do not see any reason for changes at this time. Altine they Board meeting it was decided to continue with the same 4/2% rate for the next of month, serve. Farmers are experiencing better

cash llows with good milk prices after several very tough years.

We now handle 324 lean accounts drawn on an investor's pool of over \$44. million. On your part, prompt and regular monthly payments make the bookkeeping task lots easier in addition to building you as a client a good credit history. This is a very important asset to anyone who later in file asks a Bank for credit to make any kind of investment, most of you are to be commended for your timely payments. We would like to remind those of you who have missed payment schedule dates that while we don't charge late payment penalties as banks do, these practices can leave a dark blot on a credit history. A series of 32-35-40 day or even longer lapses in payment schedules are soon a month behind schedule and can be considered a delinquent account. The past several years called for some extra measures of patience for daily farmers in particular. We are here to help and work with you and if there are any special problems, we ask that you contact us so that we can discuss the situation and take measures to help you correct these problems.

You have our best wishes as we go forward together.

Sincerely,

Levi A. Esh, Administrator, OOAHP

09-10891

EXHIBIT H

I asked from what he is do if he was we would so going on It a grand tall you the said huis the said having the said to be a saked him; I have the came the said for many and so the said the you. It was you call for inflation you. It was got on mand lost to went with you. It a should said the next went with you. It a should said the next went with Streetings of The tall your say the thinkly was unget. I stat your payments for auch not being and try to dearwan it personally with some ton a while it factories. But some ton a while it factories. being aid again hands don in Sear Hem. Ond at has cooked b the payouty due idam standky Cell. 7 Call confluer on he a skryff Lad will soull and pey the sa a goft Sharted man put ran cuestionic rig sale gut or fitter gut In full for to call Winter in Low and in Concum Mother signed the mentioned in seve. butter by Suld how may the dipth to pay be for but the spl The just They will not fool

09-10891

EXHIBIT I



BYLER, GOODLEY, WINKLE & HETRICK, P.C. BY: D. Holbrook Duer, Esquire

Identification No. 57324.
363 West Roseville Road
Lancaster, PA 17601
(717) 560-6330

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

OLD ORDER AMISH HELPING PROGRAM:

Plaintiff

V.

DANIEL E. STOLTZFUS and SAVILLA
E. STOLTZFUS

Defendant

No.:

WOTICE TO DEFINE

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Lawyer Referral Service Telephone 717-393-0737

09-10891

BYLER, GOODLEY, WINKLE & HETRICK, P.C.

BY: D. Holbrook Duer, Esquire

Identification No. 57324 363 West Roseville Road Lancaster, PA 17601

Attorneys for Plaintiff

(717) 560-6330

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

The state of State of State of the State of	BANCASIER COURTY, FEMNSILVANIA
OLD ORDER AMISH HELPING PROGRAM	:
Plaintiff	: No.:
vi.	:
DANIEL E. STOLTZFUS and SAVILLA E. STOLTZFUS	: MORTGAGE FORECLOSURE
Defendant	;

COMPLAINT - MORTGAGE FORECLOSURE

- 1. Plaintiff is a Pennsylvania Non-Profit Corporation with offices at 285 Smith Road, Millersburg PA 17061.
- Defendants are adult individuals residing at 834 Running Pump Road, Kirkwood
 PA 17536.
- 3. Defendants are the owners of the real property located at 834 Running Pump Road, Kirkwood PA 17536.
- 4. On October 9, 2001, Defendants executed a Note to Plaintiff evidencing indebtedness of \$300,000 and executed a Mortgage on the property to Plaintiff securing the indebtedness. A true and correct copy of the Deed, Note and Mortgage are attached hereto as Exhibit A.
- 5. The Mortgage covers the property described in the deed attached hereto, which legal description of the property located at 834 Running Pump Road, Kirkwood PA 17536 is incorporated herein by reference.

- 6. Beginning with the payment due in March 2005, Defendants failed to pay Plaintiffs the Mortgage payment due. The date of the last payment is February 15, 2005.
- 7. Moreover, Plaintiffs have failed to fulfill their obligations under paragraph 1 of the Note and paragraph 2 of the Mortgage and have failed to maintain Amish Aid coverage on the property.
- 8., The Mortgage and Note provide for the acceleration of all amounts due upon the expiration of 30 days in default. The accelerated amount due is \$267,049.71 in principal and \$51.22 daily interest since the last payment of 2/15/05. A full and correct accounting is attached hereto as Exhibit B.
 - 6. Plaintiff has made demand for payment and Defendants have refused.
- 7. Defendant is indebted to Plaintiffs under the Mortgage in at least the following amounts:

Principal as of last payment of 2/15/05 \$267,049.71

Interest through 8/22/05 \$ 9,629.36

Attorney commission of 5% \$ 13,352.48

Total Debt:

\$290,031.55

Additional amounts may be due and owing by the time judgment is entered or execution had on that judgment, which amounts would be recoverable under paragraph 1 of the Note and paragraph 2 of the Mortgage. Those amounts are currently unliquidated.

10. Simultaneous with the filing hereof, an Affidavit is filed stating that no Act 6 or Notice is required before the filing of this action and an Act 91 Notice was sent on June 16, 2005.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure and for money in their favor and against Defendant in the amount of \$290,031.55, together with continuing daily interest of \$51.22 per day since August 22, 2005, plus costs and attorney's fees and any

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additional amounts owed under paragraph 1 of the Note and paragraph 2 of the Montgage that may be due and owing at the time execution is had upon that judgment; and demands that execution upon the property at 834 Running Pump Road, Kirkwood PA 17536 be issued immediately.

BYLER, GOODLEY, WINKLE

& HETRICK, P.C.

Ву:

Date: 8/22, 2005

D. Holbrook Duer, Esquire Attorney I.D. No. 57324 363 West Roseville Road Lancaster, PA 17601 (717) 560-6330

VERIFICATION

I, D. Holbrook Duer, legal counsel for Old Order Amish Helping Program verify that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief and based upon the verified information supplied by Old Order Amish Helping Program. This Verification is made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsifications to authorities.

Date: 8/21/25

D. Holbrook Duer

09-108 8-1

BYLER, GOODLEY, WINKLE & HETRICK, P.C.

BY: D. Holbrook Duer, Esquire

Identification No. 57324 363 West Roseville Road

Lancaster, PA 17601

(717) 560-6330

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY, PENNSYLVANIA

OLD ORDER AMISH HELPING PROGRAM:

Plaintiff

No.: CI-05-0792.

DANIEL E. STOLTZFUS and SAVILLA

E. STOLTZFUS

MORTGAGE FORECLOSURE

Defendant

AFFIDAVIT OF D. HOLBROOK DUER, ESQUIRE, COUNSEL OF RECORD FOR PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF LANCASTER)

٧,

- I, D. Holbrook Duer, Esquire, being an adult individual over the age of 18 do hereby depose and swear:
- Notice under the Loan Interest and Protection Law, 41 Pa. C.S. § 401 et seq., (Act 6) is not required prior to the filing of this Mortgage Foreclosure Complaint because it does not involve a residential mortgage with an original principal equaling \$50,000 or less.
- 2. Notice under the Homeowner's Emergency Mortgage Assistance Act was sent in the form attached hereto on June 46, 2005 by First Class and Certified Mail.

Lifolbrook Duer, Esquiro

Case 5:09-cv-03793-LS Document 1-5 Filed 08/19/09 Page 30 of 49 $0.9 - 1.08 \cdot 9.1$

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LANCASTER) SS:

On this Dividay of South 121, 2005, before me, the subscriber, a Notary Public in and for said Commonwealth and County, and residing in Lancaster County, Pennsylvania, personally appeared D. HOLBROOK DUER, ESQUIRE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

COMMONIVEALTH OF PENNSYLVANIA

Notarial Soul
Kelly A. Smith, Notary Public
Manhern Two., Lancaster County
My Commission Expires Mar. 8, 2006

Member, Pennsylvania Association of Notaties

EXHIBIT J

95/12/2005 12:2B

7175686328

BYLER GOODLEY WINKLE

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CI-05-07927

BYLER, GOODLEY, WINKLE & HETRICK, P.C. BY: D. Holbrook Drier, Esquire Identification No. 57324
363 Wast Reserville Road
Lancaster, PA. 17601
(717) 560-6320

Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA

OLD ORDER AMISH HELPING PROGRAM :

Plaintiff

v.

No.: CI-05-07927

DANIEL E STOLTZFUS and SAVILLA

e stolizpus

MORTOAGE FORECLOSURE

Defoudant

AMISH AID

Additional Defendant

PLAINTIFF'S MOTION TO AMEND COMPLAINT

- Plaintiff's Complaint-filed in this matter contains an allegation at paragraph 7 that
 one of the acts of default under the Note and Mortgage is the failure to maintain Amish Aid
 coverage.
- As a result of this allegation, Defendants joined Amish Aid as an additional defendant, which action is simply an offent to delay judgment and create unnecessary and wasteful lingation activity with no reasonable basis.
- Proliminary Objections have been filed by Additional Defendant Amish Aid to the claims of Defendants and Defendants have in turn filed proliminary objections to those proliminary objections.
 - 4. This matter is listed for a Pre-Triel Conference on June 27, 2006.

85/12/2005 12:26

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71 75686328.

BYLER GOODLEY WINGLE

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CI-05-07927

- 5. Plaintiff's Complaint also alleges Defendants failure to pay as an event of default under the Note and Mortgage.
- 6. In order to avoid wasting this Court's time and resources, Plaintill proposes to amend the Complaint to drop all reference to the failure to maintain Amish Aid coverage as an act of default, which proposed uncoderant will recoder the joinder of Amish Aid moot, as well as reader the sets of preliminary objections flied by Amish Aid and Defendants moot.
- 7. Granting the proposed amendment will serve the interests of judicial economy and permit the more expedient resolution of this matter.
- 8. Plaintiff requests the immediate entry of the Order attached heroto in order to permit the Pre-Frial Conference and trial to proceed without unnecessary and irrelevant litigation activities tying up this Court's time and resources.

WHEREPORE, Plaintiff requests that an Order be entered in the form attached hereto.

BYLER, GOODLEY, WINKLE

& HETRICK, P.C.

Doto: June 12, 2006

By:

B. Habrook Duer, Esquire Anomey LD. No. 57324 363 West Roscville Road Lunesser, PA 17601 (717) 360-6330. Attorneys for Plaintiff

EXHIBIT K

Schedule of Distribution Writ of Execution

Ex: #CI-05-07927

June 27, 2007 Property #79

Old Order Amish Helping Program

·VS.

Daniel E. Stoltzfus Savilla E. Stoltzfus 834 Pumping Station Road Kirkwood, PA 17536 Colerain Township

> Proceeds of sale....\$342,100.00 Deduct Cost......7,766.79 Balance......334,333.21

Distribution as follows:

Delinquent Taxes - Lancaster County Tax Claim Bureau	\$14,210.95
2007 Co/Twp. Taxes - Anna W. Thompson, Tax Collector	2,418.35
2007-08 School Taxes - Solanco School District	5,129.60
Realty Transfer Taxes - Recorder of Deeds	
Mortgage Payoff - Byler, Goodley, Winkle & Hetrick PC	298,461.36
(Payoff Amt. \$323,385.80)	

Byler, Goodley, Winkle & Hetrick Kevin N. Hook, Esquire 363 West Roseville Rd. Lancaster, Pa. 17601 Jan Dogon

Sheriff of Lancaster County

EXHIBIT L

Fowler Appraisal Services

CERTIFIED GENERAL APPRAISERS

Elverson, Pennsylvania 19520 Ph 610 286 9798 Fx 610 286 2024

REAL ESTATE APPRAISAL

OF:

Light Industrial/Residential 834 Pumping Station Road Colerain Township Lancaster County, Pennsylvania





DEEDED TO:
Daniel E. & Savilla E. Stoltzfus

PREPARED FOR:

Dong Denlinger HomeTowne Heritage Bank 1837 William Penn Way Lancaster, Pennsylvania 17400

PREPARED BY: Edward M. Fowler, Certification # GA 091526 L

DATE OF INSPECTION: October 16, 2003 DATE OF REPORT: October 29, 2003

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LETTER OF TRANSMITTAL

The following appraisal was ordered by:

Doug Denlinger 1837 William Penn Way Lancaster, Pennsylvania

for the purpose of obtaining an opinion of Market Value of the subject property.

I hereby acknowledge personal inspection of the following property on October 16, 2003:

834 Pumping Station Road Colerain Township Lancaster County, Pennsylvania

Deeded To:

Daniel E. & Savilla E. Stoltzfus

and attest that the information contained herein is factual to the best of my knowledge. The opinion of value is based solely on the acquired data and reflects my personal and professional analyses and conclusions. The results were not influenced in any way by the compensation being paid for this report or by any present or prospective interest in the property, nor was this assignment contingent upon achieving a specific or minimum valuation, or on the approval of a loan.

This appraisal is valid only in its entirety and one segment used independently of the others has no value whatsoever. It was prepared at the request of Doug Denlinger, HomeTowne Heritage Bank, and is intended only for purposes as set forth and prescribed by the same.

To the best of our knowledge, the contents of this report, including analyses, opinions and conclusions, were prepared in compliance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. This appraisal is considered to be a narrative summary appraisal. Significant professional assistance, other than as recognized, was neither sought nor provided.

Relying on the information included in this report and appraising the property as a fee simple unit, this appraiser's opinion of Market Value as October 16, 2003 is:

\$1,050,000

ONE MILLION FIFTY THOUSAND DOLLARS

Toward Mil

EDWARD M. FOWLER

CERTIFIED GENERAL APPRAISER

CERTIFICATE #GA-001526-L

SUMMARY SHEET

Owner: Daniel E. & Savilla E. Stoltzfüs

Location: 834 Pumping Station Road, Colerain Township, Lancaster County, Pennsylvania.

Lot Size: 3.68 acres +/-.

Zoxing: C/I Commercial/Industrial; R2 Residential Districts.

Public Utilities: Electric and telephone.

Water. Drilled well

Sewage: On site system.

Easements, etc.: None known

Use: Light Industrial/Residential

Flood Hazard Potential: Not in an identified flood hazard area.

FIRM community-Panel No. 421765 0010 B. No physical evidence of past flooding observed.

Underground Tanks: None known.

Spills: No known spills of fuel, hazardous or toxic substances.

Access: Via driveway from Pumping Station Road.

Marketing Time: A six to twelve month marketing period is assumed.

Indicated and market value:

Sales Comparisons: \$1,050,000

Cost Approach: \$1,122,000

Income Approach: Not Developed

Market Value: \$1,050,000

SCOPE OF WORK

An interview was held with representatives of the subject property. A physical inspection was made of the subject premises and improvements at the request of HomeTowne Heritage Bank, Lancaster, PA. Information gathered at their request is included in this report with their permission as per attached authorization. Interviews were held with owners of similar properties, as well as leasing agents, to ascertain pertinent information about operation of those properties. Banks were contacted to establish current mortgage requirements. In addition to Lancaster County public records, the following were used for reference and information: Lancaster County Multiple Listing Services, FIRM Flood Insurance Rate Maps, Colerain Township zoning ordinances and Marshall and Swift estimator software.

All three traditional approaches to value were considered. Because the subject property is used for both industrial and owner occupied residential purposes it is the appraiser's opinion that the subject property would be owner occupied and unattractive to the typical investor. Therefore, the income approach was considered to be irrelevant and was not developed.

PURPOSE

The purpose of this appraisal is to estimate market value of the subject property under all conditions comprising a fair sale and implicit in a market value transaction. See VALUE DEFINITION: MARKET VALUE.

This report is intended for use only by the client and any other users as authorized by the client. Use of this report by others is not intended by the appraiser. This report is intended only for use in mortgage leading decisions. This report is not intended for any other use.

LOCATION

The property is located on the east side of Pumping Station Road approximately 1600' north of Kirkwood Pike in Colerain Township, Lancaster County, Pennsylvania.

REGIONAL DESCRIPTION

Lancaster County, located approximately 50 miles west of Philadelphia, was carved from neighboring Chester County is 1729 and is fourth oldest county in Pennsylvania. It originally included present-day York and Cumberland counties and parts of Berks, Northumberland and Lebanon counties.

Many of Lancaster County's Early settlers were Mennonites, a sober and industrious religious people. Excellent farmers, they came to occupy nearly 10,000 agrees in the Willow Street area of the County in 1709. As other hardworking groups settled her and farmed the land, agriculture flourished, shaping Lancaster County into the "Garden SpOt of Pennsylvania".

The city of Lancaster was first mapped out as a town in 1730, chartered as a borough in 1742, and became a city in 1818. Other Early settlements developed into the communities of Adamstown, Columbia, Ephrata, Lititz, New Holland and Strasburg. All of these communities were incorporated before 1900 and several have been noted in the National Register. Although most of the county maintains a rural life style, a trend of high population growth around the City of Lancaster began in the 1980's and is continuing today in the bordering townships of East Lampeter, Manheim, Manor, and East and West Hempfield. Future growth is likely in Warwick and West Lampeter townships. Much of the growth is attributable to Lancaster County's location squarely in the "urban corridor" of the East Coast, with 40% of the U.S. population and half of all U.S. personal buying power within 500 miles. Convenient Access is provided by the PA tumpike, US. Routes 30, 222, 322 and Pa Route 283. Because of its attributes, the county is home to over 100,000 companies representing many economic sectors including professional services such as retail trade and health related services, which employ the majority of Lancaster countians. The County also possesses a strong manufacturing orientation and is considered a national printing and graphics arts center.

EXHIBIT M

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19-10891

Prepared By: Pennsylvania Land Exchange Corporation Return To:

Pomeylvania Land Exchange Corporation

363 West Roseville Road

Lancaster, PA 17601

Percel ID: 100-73535-0-0000

DO NOT PUBLISH

This Deed, made the ped day of February, in the year Two Thousand Elght (2008):

Between John R. Glick, of the County of Lancaster and Commonwealth of Pennsylvania,

hereinafler referred to as the "Grantor"

PSR Kirkwood, LLC, a Pennsylvania limited liability company, Little Elk Creek Farm, LLC, a Pennsylvania limited liability company, and PSR Laucester, LLC, a Pennsylvania limited liability company, hereinafter referred to as the "Granteses".

Wilnesseils. That in consideration of One Dollar (\$1.00), in hand paid, the receipt whereof is hereby ocknowledged, the said Grantor hereby grants and conveys to the said Grantees; their successors and assigns, as Tenants in Common;

ALL THAT CERTAIN lot or tract of hand being situate on the west side of Pumping Station Road (Pennsylvania State Route No. 8R-2015), in the Township of Colerain, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of Lot No. 3, Block "A", Let No. 3A, Block "A" and Lot No. 3B, Block "A" as shown on a Final Subdivision Plan of Lots prepared for A. Date Herr, by Strausser Surveying and Engineering, Inc., dated July 30, 1997 and last revised September 22, 1997, said plan being known as Drawing No. 96063007, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania, in Subdivision Plan Book No J-198 at Page No. 41, said lot being more fully bounded and described as follows:

REGINNING at a p.k. spike near the West edge of the macadam paving of Pumping Station Road (Pennsylvania State Route No. SR-2015), a corner of lands now or late of Norman B. and Katie K Case 5:09-cv-00491-LS

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King, said p.k. spike being located at a distance of 1,600 feet, more or less, nexth of a point located in the intersection of Pumping Station Road (Permsylvania State Route No. SR-2015) and Kirkwood Pite; thence along said lands now or late of Norman B. and Katie K. King and crossing a flood plain line for Kings Run, South 89 degrees 37 minutes and 06 seconds West, a distance of 642.08 feat to on Iron pin in Kings Run, a corner of Lot No. 4, Block "A", remaining lands of A. Dale Herr; thence slong Lot No. 4, Block "A", remaining lands of A. Dale Herr, the five (5) following courses and distances: (1) Passing in and along Kings Run, North 36 degrees, 43 minutes and 49 seconds East, a distance of 67.46 feet to an Iron pin; (2) continuing in and along Kings Run, North 05 degrees, 39 minutes and 13 seconds East, a distance of 87.70 feet to an iron pin; (3) continuing in and along Kings Run, North 31 degrees, 13 minutes and 57 seconds East, a distance of 386.43 feet to an iron pin; (4) continuing in and along Kings Run, North 58 degrees, 55 minutes and 34 seconds East, a distance of 125.45 feet to an iron pin; (5) re-crossing a flood plain time for Kings Run, South 86 degrees, 43 minutes and 13 seconds East, a distance of 25.20 feet to an iron pin, a corner of Lot No. 1A, Block "A"; thence along Lot No. 1A Block "A" and along Lot No. 1, Block "A", respectively, South 00 degrees, 00 minutes and 43 accords East, a distance of 211.81 feet to an iron pin, a corner of Lot No. 2A. Block "A"; thence slong Lot No. 2A, Block "A", the three (3) following courses and distances: (1) South 00 degrees, 00 minutes and 42 seconds East, a distance of 150.36 feet to an iron pin; (2) South 40 degrees, 29 minutes and 11 seconds East, a distance of 71.42 feet to an iron pin; (3) passing along the South line of a proposed access essement, South 86 degrees, 03 minutes and 13 seconds East, a distance of 221.00 feet to a p.k. spike in Pumping Station Road (Pennsylvania State Route No. SR-2015); thence in and along Pumping Station Road (Pennsylvania State Route No. SR-2015), South 03 degrees, 56 minutes and 47 seconds West, a distance of 99.00 feet to the point and Place of BEGINNING.

BEING known as 834 Pumping Station Road, Kirkwood, PA 17536.

BEING THE SAME PREMISES which Terry A. Bergman, Sheriff of the County of Lancaster. Pennsylvania, by deed dated February 11, 2008, and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, at Instrument #5683430, granted and conveyed to John R. Glick:

AND THE GRANTOR HEREIN is the agent of the Grantons herein by virtue of certain agreements dated November 15, 2007, and November 15, 2007.

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And the said Grantor does hereby Specially warrant the property hereby conveyed.

In Witness Whereof, said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Seided and Delivered In the Presence of

John R. Glick

I hereby certify that the precise address of the Grantess herein is 363 West Roseville Road, Lancaster, PA 17601.

Jennifer E. Rineer

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On This the IT day of FROWEIGH , 2008, before me, a Notary Public in and for the said Commonwealth and County, personally appeared SAMUEL A. GOODLEY, JR., Attorney ID No. 27066, known to me (or satisfactorily proven) to be a member of the bar of the highest court of the Commonwealth and a subscribing witness to the within instrument and certified that he was personally present when IOHN R. GLICK, whose name is subscribed to the within instrument, executed the same for the purpose therein contained.

In Witness Whereof, I have hereunto set my hand and notarial seal.



Notary Public

PENNSYLVANIA LAND EXCHANGE CORPORATION 363 West Roseville Road . LANCASTER, PENNSYLVANIA 17601 (717) 560-6330

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Filed 12/18/08 Entered 12/18/08 12:12:14 Desc Main Case 08-17813-bif Doc 14 Page 12 of 22 Document 90-(1) E3 E22-4(5% RECORDING ME DILY REALTY TRANSFER TAX Stone Tale Peak STATEMENT OF VALUE Book Number COMMONMENTIN OF PRINCIPLES
PROPRESSION OF REMARKS Page Number EAU OF NORTHIN DAME PO BOX SECRE See Reverse for instructions Date Recorded SERVICE PA 17728-PET Complete each section and file in displicate with Paccepter of Deeds when (f) the full vision/consideration is not set furth to the city (g) when the of in without consideration, or by gift, or (it) a tax communities in claimed. A Statement of Vision in not required if the transfer in wholly enterpt from tex based on: (1) family relationship or (2) public utility assessment, if more apace to manded, attack additional atmostly). CORRESPONDENT - All impulsies may be directed to the following person: echizne Municipar. Pennsylvania Lund Entiringe Corporation (717) 500-6330 Street Addrs Zp Code 363 West Roseville Rosid Lancastar 17801 PA TRANSFER DATA Date of Acceptance of Document Character N. Associate Contrada VI amendad John R. Gilch PSR Idrawood, LLC, PSR Lancoster, LLC, Little Elk Creek Facto, LLC. Street Address Street Address 67 Spirit Catherine Drive 363 W. Rosmille Road Zio Code Zio Code ay 9 Quanyvide DA 17566 PA 17601 Lancaster PROPERTY LOCATION al Address Chr. Township, Morough 884 Purroing Studen Read Colorain Towahio Same Parks Tex Percel Number Southern Lancoster County School DWI 100-73835-0-0000 Linca D. VALLATION DATA 1. Actual Cash Consideration 2. Other Consideration 5. Rotal Consideration 357,100,00 + 0.00 **= 357,100,00** 4. County Assessmed Volum 5. Compar Level Rado Factor A. For Hartist Vision # - 708.me.co 578,400.00 X 132 L EXEMPTION DATA 18. Attourit of Exemplics Claimed th. Percentage of Infames Conveyed :100.00 100% 2. Check Appropriate Box Below for Exemption Claimed Will or intestate succession (Name of Decedent) (Fatala File Humbar) Transfer to industrial Development Agency. Transfer to a trust, (Allach complete copy of trust agreement identifying all beneficiaries.) Transfer between principal and agent. (Attach complete copy of agency/street party agreement.) Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in leu of condemnation. (If condemnation or in lieu of condemnation, attach copy of reachation.) Transfer from mortgager to a holder of a mortgage in default. Mortgage Book Number , Page Number Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.) Statistory corporate consolidation, marger or division, (Attach copy of enticles.) Other (Please ampleh exemption claimed, if other than listed above.) Under parallise of less, I declare that I have examined this Statement, including accompanying information, and is the best of my inconsider and belief, it is true, correct and complete. Signature of Commountaint or Responded Party MAD Demilen

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.